

**NORTH CAROLINA  
COUNTY OF DURHAM**

**SUBRECIPIENT  
CONTRACT**

THIS CONTRACT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City of Durham ("Grantee") and the Center for Community Self-Help, ("Subrecipient") a non-profit corporation organized and existing under the laws of North Carolina.

WHEREAS, the Grantee desires to purchase certain real property from the Subrecipient using funds from the Community Development Block Grant (CDBG) program as prescribed under the Housing and Community Development Act of 1974, as amended, with said grant being made available through the U.S. Department of Housing and Urban Development (HUD) and being designated as grant number B-11-MC-37-0004 as known as the "grant"; and

WHEREAS, the Subrecipient agrees to abide by each paragraph of this Contract and its attachments and all procedures, rules and regulations imposed upon the Grantee by HUD in connection with its receiving the federal grant referenced above; and

WHEREAS, the Grantee has been awarded CDBG funds by HUD for eligible acquisition activities as set forth in 24 CFR Part 570.201(a) and to meet the national objective for low- and moderate-income benefit activities as set forth in 24 CFR Part 570.208 (a)(2) as required by the Housing and Community Development Act of 1974; and

WHEREAS, the Subrecipient further agrees that all activities conducted under the Contract shall be of a type authorized by the provisions of Part 8, Article 19 of Chapter 160A of the General Statutes of North Carolina, as amended by Chapter 206 of the Session of laws of 1987.

NOW, THEREFORE, in consideration of the mutual promises herein exchanged by and between the parties, it is agreed as follows:

**SECTION 1. SCOPE OF SERVICES.**

The Grantee agrees to voluntarily purchase and the Subrecipient agrees to voluntarily sell a total of 71 residential lots or parcels listed in Attachment A. The acquisition shall be completed within 6 months of the date of the execution of this Contract.

**SECTION 2. PAYMENT UNDER THE CONTRACT.**

Payments by the Grantee under this Contract are limited to reimbursement of eligible acquisition and holding costs incurred by the Subrecipient.

All expenditures and expenses shall be incurred in accordance with the provisions of this Contract. Payments shall be made by the Grantee in accordance with the provisions of this Contract and only for activities listed in Attachment A.

A schedule of payments is included as a part of this Contract in Attachment A. Payments shall be made based upon this schedule and shall only be made after the Subrecipient has presented documentation of expenses that meets the approval of the Grantee. It is expressly understood and agreed by the Subrecipient that payment by the Grantee shall not exceed the maximum sum of **\$2,600,000.00** for the acquisition of properties specified in Attachment A.

Further, the Subrecipient understands and agrees that any payment made under this Contract by the Grantee is limited to funds made available under the Grant referenced above.

### **SECTION 3. PROGRAM INCOME (NA).**

### **SECTION 4. APPLICABLE FEDERAL, STATE AND CITY REQUIREMENTS.**

The Subrecipient shall perform within, and cause its subcontractors and any ultimate recipients of funds under this Contract to comply with, and to be eligible under, the same federal and state laws, regulations and administrative requirements which apply to the Grantee. A compilation of references which may apply to this Contract is included as Attachment B. The references that are checked within Attachment B apply to this Contract, and are hereby made an integral part of it.

### **SECTION 5. ASSIGNMENT OF CONTRACT PROHIBITED.**

The Subrecipient shall not use this Contract or its anticipated proceeds to borrow money. The Subrecipient shall not assign any interest in this Contract.

### **SECTION 6. CONFLICT OF INTEREST.**

The Subrecipient shall permit no officer or employee of the Subrecipient, no member of the Grantee's governing body and no other public official of any governing body in the Durham area to exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project to (1) participate in any discussion relating to this Contract if it affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested; or (2) have any interest, direct or indirect, in this Contract or the proceeds thereof.

The Subrecipient shall permit no members of or delegates to the Congress of the United States to be admitted to any share or part thereof or to any benefit to arise herefrom. The Subrecipient covenants that it presently has no interest and shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Subrecipient further covenants that no person having any such interest shall be employed in the performance of this Contract. The Subrecipient shall make no loans to its directors or officers.

The Subrecipient shall be subject to and shall comply with the conflict of interest provisions of the CDBG regulations as published at 24 CFR Part 570.611, 24 CFR Part 84.42 and 24 CFR Part 85.36.

#### **SECTION 7. POLITICAL ACTIVITY.**

The Subrecipient shall not permit any of the funds, materials, property or services provided under this Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of North Carolina, the County of Durham or the City of Durham.

#### **SECTION 8. SUBRECIPIENT LIABLE FOR LEASES (NA).**

#### **SECTION 9. IDENTIFICATION OF DOCUMENTS.**

All reports, maps and other documents completed as a product of this Contract, other than documents used in the administration of the Contract such as reports to the Grantee, shall have placed thereon by the Subrecipient the following statement:

**NOTE:**

*"The preparation of this document was financed in part through funds from the City of Durham's Community Development Block Grant Program. This grant was made available to the City of Durham under provisions of Title I of the Housing and Community Development Act of 1974, as amended, and is referred to as grant number B-11-MC-37-0004."*

#### **SECTION 10. FINANCIAL RECORDS.**

The Subrecipient shall establish and maintain a financial management system that will account for all funds received under this Contract and expenditures made in furtherance of the project activities, and such system shall be created and maintained in accordance with generally accepted accounting practices and procedures. The system shall include the following:

1. A general ledger (balance sheet and statement of revenue and expenses) in which a summary of all accounting transactions shall be maintained. In addition, the Subrecipient shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Subrecipient shall be made by pre-numbered checks, used in numerical sequence and must be

supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, travel payments, information evidencing the nature and propriety of each payment, and notations showing the approval of an authorized official of the Subrecipient.

2. The Subrecipient shall maintain such records and accounts, including property, personal and financial records so as to assure a proper accounting for all project funds. The Subrecipient shall retain these records for three (3) years after the date of final payment under this Contract from the Grantee to the Subrecipient. However, at any time after the Contract termination, the Subrecipient may turn these records over to the Grantee for retention, after completion and acceptance of required audits.
3. On request of the Grantee, the Subrecipient shall provide an accounting for all funds paid to it by the Grantee under this Contract. More specifically, the Subrecipient's financial management system shall provide for:
  - a) Accurate, current and complete disclosure of the financial results of activities under this Contract in accordance with generally accepted business practices. If the Subrecipient's accounting records are maintained on a cash basis, the Subrecipient must develop information of accounts payable and accounts receivable through an analysis of the documents in the file, or on the basis of its best estimates.
  - b) Records that identify in detail the source and application of funds under this Contract. These records shall contain information pertaining to Contract awards and authorizations, encumbrances and unencumbered balances, assets, liabilities, outlays and income.
  - c) Effective internal control over and accountability for all funds, property and other assets attributable to the Contract. The Subrecipient shall adequately safeguard all such assets and shall assure that they are used solely for the performance of this Contract.
  - d) Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of unit cost information whenever required by the Grantee.
  - e) Procedures for determining the allowability and allocability of costs.
4. The Subrecipient's financial records shall be audited by a certified public accountant, licensed in good standing to practice in the State of North Carolina, at least annually. The audit must be conducted in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). The Subrecipient must also submit a financial review in accordance with the standards established by AICPA.

5. The audit and review must be submitted to the Grantee within 120 days after the Subrecipient's budget year end. Should there be an exception taken during the audit, the Subrecipient shall resolve the findings and recommendations within thirty (30) days after completion of the audit.
6. The Subrecipient shall provide any information that the DCD may reasonably request pertaining to the Subrecipient's financial management under this Contract.

#### **SECTION 11. AUDITS AND INSPECTIONS.**

At any time during normal business hours and as often as the Grantee, HUD or the Comptroller General of the United States may deem necessary, the Subrecipient shall make available to the Grantee, HUD, or representatives of the Comptroller General, for examination, all of the Subrecipient's records with respect to matters covered by this Contract. The Grantee, HUD or representatives of the Comptroller shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials payable, records or personnel, and other data relative to all matters covered by this Contract.

#### **SECTION 12. FIDELITY INSURANCE.**

Fidelity Insurance is not applicable to this contract. Payments will be made as reimbursements for the cost of pre-approved activities or expenditures.

#### **SECTION 13. REPORTING (NA).**

#### **SECTION 14. PROOF OF CONTRACTING REQUIREMENTS (NA).**

#### **SECTION 15. PROHIBITION AGAINST SOLICITING AND ACCEPTING FAVORS AND PROCUREMENT.**

Officials and employees of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. The Subrecipient further agrees that all procurement transactions that the Subrecipient may enter into as a result of this Contract shall be conducted in a manner so as to provide maximum open and free competition and in accordance with the provisions of all applicable Uniform Administrative Requirements as described in the CDBG regulations at 24 CFR Part 570.502. Subrecipients or subrecipients engaged in procurement activities with CDBG funds are also required to maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders as described at 24 CFR Part 85.36.

#### **SECTION 16. MAINTENANCE OF EFFORT (NA).**

## **SECTION 17. EQUAL OPPORTUNITY.**

The Subrecipient shall comply with the non-discrimination requirements as required by U.S. Executive Order 11246. Excerpts of Executive Order 11246 are attached to this Contract as Attachment C.

## **SECTION 18. EMPLOYMENT OPPORTUNITIES FOR SMALL BUSINESSES AND LOWER INCOME PERSONS.**

The Subrecipient shall take affirmative steps to assure that the small businesses and lower income persons of the project area (defined as the City of Durham) are utilized whenever possible as sources of supplies, equipment, construction and services.

## **SECTION 19. EQUAL BUSINESS OPPORTUNITY (EBO) ORDINANCE.**

The Subrecipient shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Subrecipient to comply with that Chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that Chapter, this Contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Subrecipient. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Subrecipient has failed to comply with the provisions of the Contract, the City Manager shall notify the Subrecipient in writing of the deficiencies. The Subrecipient shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Subrecipient's alleged violations of its obligations under Chapter 26 and not to the Subrecipient's alleged violations of other obligations.

## **SECTION 20. RELIGIOUS ORGANIZATIONS.**

The Subrecipient agrees and understands that no Community Development Block Grant funds provided under this Contract shall be used for any religious activities, to promote any religious interests, or for the benefit of a religious organization in accordance with the federal regulations as specified in 24 CFR 570.200(j).

## **SECTION 21. TERMINATION OF CONTRACT.**

(1) For Cause:

If through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of the Contract; or if the grant from HUD under which this Contract is made is terminated, reduced, impounded, suspended or withheld by HUD, the Grantee shall thereupon have the right to terminate this Contract. Termination shall be

accomplished by the Grantee giving written notice to the Subrecipient at least ten (10) days prior to the date that the Contract is to be terminated.

In the event that HUD reduces the amount of its grant, however, the parties hereto may amend this Contract so that it will accommodate and reflect the action taken by HUD.

(2) For Convenience:

The Contract may also be terminated by the Grantee without cause and independently from any action by HUD pertaining to the federal grant under which this Contract has been funded, at the convenience and the sole discretion of the Grantee.

## **SECTION 22. HOLD HARMLESS PROVISION**

The Subrecipient is an independent contractor with respect to the services to be performed under this Contract. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Grantee, nor shall any such person be entitled to any benefits available or granted to employees of the City of Durham. The Grantee shall not be obligated to pay the Subrecipient any payments, fees, expenses, or compensation other than the Contract amount.

To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the Grantee and its agents, officers and employees from any and all costs, damages, claims, judgments and expenses, including attorney's fees, that may arise in any manner from, as a result of, relating to, or in connection with the Subrecipient's performance of this Contract.

## **SECTION 23. REVERSION OF ASSETS (NA).**

## **SECTION 24. CITY DISCRIMINATION POLICY**

The City of Durham opposes discrimination on the basis of race and sex, and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under any City contract.

## **SECTION 25. ENVIRONMENTAL REVIEW REQUIREMENT (NA).**

## **SECTION 26. RECORDS TO BE MAINTAINED.**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 507.506 that are pertinent to the activities to be funded under this Contract. These records shall be retained for a period of five (5) years beginning at the time the Subrecipient receives notice in writing from the Grantee that this project is complete. Such records shall include, but not be limited to:

1. This Contract and any amendments;

2. 24 CFR Part 570 regulations;
3. Records providing a full description of each activity undertaken;
- 4.
5. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, OMB Circular A-110, and OMB Circular A-122;
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## **SECTION 27. ATTACHMENTS.**

The following documents are attached to this Contract and are hereby made a part of it by reference:

- Attachment A - Scope
- Attachment B - Certifications & Compliance Requirements
- Attachment C - Executive Order 11246 - Equal Employment Opportunity

## **SECTION 28. PRIMARY CONTACTS.**

Unless otherwise required under this Contract, notices permitted or required to be given will be deemed sufficient if given by e-mail, fax, mail, or courier service, addressed to the individual specified below, or to such other individuals as the respective parties may designate by notice from time to time. Notices so given shall be effective upon receipt by the party to whom the notice is given.

### **For the Grantee:**

Director,  
Department of Community Development  
City of Durham  
101 City Hall Plaza  
Durham, NC 27701  
Tel: 919-560-4570  
Fax: 919-560-4090

### **For the Subrecipient:**

Residential Real Estate Team Leader  
Center for Community Self-Help  
P.O. Box 3619  
Durham, NC 27702-3619  
Tel: 919-956-4476  
Fax: 919-956-4605

## **SECTION 29. SOLE AGREEMENT.**

This document, and the attachments incorporated herein contain the entire agreement between the parties with respect to the subject matter of this Contract and no statements, promises or inducements made by either party, or any representative of either party, with respect to the subject matter of this Contract, that is not contained in this Contract shall be valid and/or binding.

This Contract may not be enlarged, modified or altered except in writing and signed by all parties.



**SECTION 30. WARRANTY OF AUTHORITY.**

Each individual signing below warrants that he or she has the power and authority to sign on behalf of the entity listed above their signature, that such signature alone is binding on such entity, and that the governing body of such entity has duly authorized the execution of this Contract.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement be duly executed by their authorized agents.

**CITY OF DURHAM**

By: \_\_\_\_\_  
Thomas J. Bonfield, City Manager

ATTEST: DURHAM

By: \_\_\_\_\_  
City Clerk

**CENTER FOR COMMUNITY SELF-HELP**

By: \_\_\_\_\_  
President

ATTEST: SELF-HELP

By: \_\_\_\_\_  
Corporate Secretary  
(Affix Corporate Seal Here)

**NORTH CAROLINA  
DURHAM COUNTY**

I, a Notary Public in and for the aforesaid County and State certify that \_\_\_\_\_ personally appeared before me this day, and acknowledged that he or she is the \_\_\_\_\_ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract or agreement was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. This the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NORTH CAROLINA  
DURHAM COUNTY**

I, a Notary Public in and for the aforesaid County and State, certify that \_\_\_\_\_ personally appeared before me this day and stated that he or she is the \_\_\_\_\_ Secretary of Center for Community Self-Help, a non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing contract or agreement with the City of Durham was signed in its name by its President, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary. This the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Pre-Audit Certification**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. This the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
City of Durham, Finance Officer

## **ATTACHMENT A SCOPE**

In preparation for the Southside Revitalization Project, the Subrecipient has acquired or has options to acquire approximately 100 residential lots or parcels for redevelopment or rehabilitation. To facilitate redevelopment or rehabilitation, the Grantee now wishes to acquire fee simple title to 71 of those residential lots or parcels as listed in Exhibit A (Lots Related to Phases 1 & 2) and Exhibit B (Beamon Area Assemblage). Based on a closing date on or before June 30, 2012, the sum of the acquisition costs for properties listed in Exhibit A would be approximately \$1,635,919.00 and the sum of the acquisition costs for properties listed in Exhibit B would be approximately \$922,073.00. A contingency is included for interest carry and other holding costs for properties not acquired by June 30, 2012.

### Commitments by the Grantee

Subject to due diligence as deemed necessary related to title or environmental concerns, the Grantee will acquire fee simple title to the 71 properties listed in Exhibits A and B within six months of contract execution. Individual properties must be vacant at the time of closing. Payments to the Subrecipient are limited to reimbursement for direct and documented acquisition and holding costs as specified below:

1. Costs associated with property acquisition by the Subrecipient, including the price paid to the seller as well as transaction fees such as attorney's fee, recording fee, title insurance and other costs documented by the HUD-1 Settlement Statement.
2. Property taxes paid.
3. Hazard and general liability insurance expenses.
4. Testing, abatement and demolition costs.
5. Maintenance costs such as those associated with boarding/securing units, lawn cutting, repairs, trash removal, land bank signage and other necessary expenses.
6. Interest expense at the rate of 8% from the time of acquisition by the Subrecipient through May 3, 2011 and the rate of 1% from May 4, 2011 through June 30, 2012 or the date of acquisition by the Grantee.

### Commitments by the Subrecipient

The Subrecipient will maintain hazard and general liability insurance on all properties and will keep them boarded and secured until closing. Prior to closing, the Subrecipient will provide access to the Grantee or its agents to facilitate the demolition of remaining structures deemed not to be economically viable for rehabilitation.

All terms of this Contract shall continue to be enforceable by Grantee so long as any obligations of the Subrecipient under this Contract have not been fulfilled.

**Exhibit A**

LOTS RELATED TO PHASES 1 & 2 - COSTS ARE ESTIMATES						
Street #	Street Name	Estimated Cost to Buy from Land Bank	City/Federal Funds	Notes		
100	Hillside Avenue	\$ 11,952	\$ -	Lot for site prep		
102	Hillside Avenue	\$ 86,498	\$ 41,650.17	Lot for site prep		
104	Hillside Avenue	\$ 36,868	\$ -	Lot for site prep		
106	Hillside Avenue	\$ 8,183	\$ -	Lot for site prep		
112	Hillside Avenue	\$ 29,872	\$ -	Lot for site prep		
116	Hillside Avenue	\$ 82,973	\$ 39,596.15	Lot for site prep		
118	Hillside Avenue	\$ 1,058	\$ -	Lot for site prep		
120	Hillside Avenue	\$ 27,694	\$ -	Lot for site prep		
122	Hillside Avenue	\$ 41,821	\$ -	Lot for site prep		
123	Hillside Avenue	\$ 42,000	\$ -			
125	Hillside Avenue	\$ 15,532	\$ -			
126	Hillside Avenue	\$ 26,465	\$ -			
128	Hillside Avenue	\$ 17,540	\$ -			
129	Hillside Avenue	\$ (4,770)	\$ 24,255.25			
130	Hillside Avenue	\$ 17,364	\$ -			
131	Hillside Avenue	\$ 52,552	\$ 24,255.25	aka 801 South		
132	Hillside Avenue	\$ 50,241	\$ 42,782.76			
134	Hillside Avenue	\$ 16,896	\$ -			
138	Hillside Avenue	\$ 0	\$ -			
910	Scout Drive	\$ 17,472	\$ -			
912	Scout Drive	\$ 35,000	\$ -			
914	Scout Drive	\$ 33,734	\$ -			
916	Scout Drive*	\$ 35,000	\$ -	Estimate, to be acquired		
918	Scout Drive	\$ 31,459	\$ -			
803	South Street	\$ 26,006	\$ -			
806	South Street	\$ 24,422	\$ 24,255.25			
808	South Street	\$ 28,616	\$ 24,255.25			
900	South Street	\$ 42,038	\$ -			
902	South Street	\$ 39,378	\$ -			
903	South Street	\$ 29,296	\$ -			
904	South Street	\$ 36,860	\$ -			
905	South Street	\$ 32,787	\$ -			
906	South Street	\$ 6,533	\$ -			
908	South Street	\$ 13,705	\$ -			
909	South Street	\$ 37,817	\$ -			
910	South Street	\$ 25,517	\$ -			
911	South Street	\$ 40,947	\$ -			
912	South Street	\$ 31,694	\$ -			
913	South Street	\$ 46,073	\$ -			
914	South Street	\$ 28,434	\$ -			
915	South Street	\$ 46,218	\$ -			
102	East Piedmont Avenue	\$ 50,177	\$ -			
104	East Piedmont Avenue	\$ 44,021	\$ -			
106	East Piedmont Avenue	\$ 50,287	\$ -			
108	East Piedmont Avenue	\$ 47,790	\$ -			
110	East Piedmont Avenue	\$ 40,785	\$ -			
112	East Piedmont Avenue	\$ 48,403	\$ -			
114	East Piedmont Avenue	\$ 41,853	\$ -			
116	East Piedmont Avenue*	\$ 80,056	\$ -	Estimate, to be acquired		
120	East Piedmont Avenue	\$ 25,439	\$ -			
100	West Piedmont Avenue	\$ 16,558	\$ -			
104	West Piedmont Avenue	\$ 16,718	\$ -			
106	West Piedmont Avenue	\$ 17,137	\$ -			
108	West Piedmont Avenue	\$ 38,000	\$ -	Estimate, recently acquired		
110	West Piedmont Avenue*	\$ 40,000	\$ -	Estimate, to be acquired		
112	West Piedmont Avenue	\$ 50,000	\$ -	Estimate, recently acquired		
	TOTALS	\$ 1,856,969	\$ 221,050	\$ 1,635,919	Total due from City	
	Averages	\$ 33,160	\$ 3,947	\$ 29,213	Per lot	
	Number of lots	56				
Costs assume June 30, 2012 Sale from Land Bank and current cost estimates; subject to adjustment.						
*Not yet acquired						

## Exhibit B

<b>BEAMON AREA ASSEMBLAGE - COSTS ARE ESTIMATES</b>						
<b>Street #</b>	<b>Street Name</b>	<b>Estimated Cost to Buy from Land Bank</b>	<b>City/Federal Funds</b>	<b>Notes</b>		
11	Beamon	\$ 133,287	\$ 65,344			
14	Beamon	\$ 63,410	\$ -			
15	Beamon	\$ 121,295	\$ 119,958			
17	Beamon	\$ 144,209	\$ 62,171			
18	Beamon	\$ 133,377	\$ 65,402			
19	Beamon	\$ 58,526	\$ 24,224			
20	Beamon	\$ 166,920	\$ 71,286			
105	East Piedmont	\$ 49,730	\$ -			
107	East Piedmont*	\$ 84,033	\$ -			
111	East Piedmont	\$ 77,333	\$ -			
113	East Piedmont	\$ 77,326	\$ -			
117	East Piedmont	\$ 75,285	\$ 35,037			
119	East Piedmont*	\$ 84,970	\$ -			
902	South Roxboro	\$ 52,479				
904	South Roxboro	\$ 43,315				
	<b>TOTALS</b>	<b>\$ 1,365,495</b>	<b>\$ 443,422</b>	<b>\$ 922,073</b>	<b>Total due from City</b>	
	<b>Averages</b>	<b>\$ 91,033</b>	<b>\$ 29,561</b>	<b>\$ 61,472</b>	<b>Per lot</b>	
	<b>Number of lots</b>	<b>15</b>				
	Costs assume June 30, 2012 Sale from Land Bank and current cost estimates; subject to adjustment					
	*Not yet acquired					

**ATTACHMENT B**  
**CERTIFICATIONS AND COMPLIANCE REQUIREMENTS**

In addition to the specific requirements of this Contract, the Subrecipient is responsible for complying with all terms and conditions set for in the documents listed below that have been checked by the DCD Project Manager. Electronic versions of these documents will be provided for you upon request, or you may retrieve them from the Internet.

1. ☒ 24 CFR Part 84 Uniform Administrative Requirements for Grants and Cooperative Agreements to Hospitals, Institutes of Higher Education and Non-profit Organizations, which sets forth rules for administering grant funds.
2. ☐ Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-7), and as supplemented by Department of Labor regulations (29 CFR, Part 5), which requires fair wages be paid to construction workers on any project that funded in whole or in part with federal dollars.
3. ☐ Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29CFR, Part 5), which requires affirmative nondiscrimination against workers and applicants for work on construction projects funded in whole or in part with federal dollars.
4. ☒ Title VI of the Civil Rights Act of 1964 (PL88-352) and regulations issued pursuant thereto (24 CFR Part 1) on nondiscrimination in Federally assisted programs.
5. ☐ Section 109 of the Housing and Community Development Act of 1974 and regulations issued pursuant thereto (24 CFR Part 570.602 et seq., known as subpart K), which requires that no person in the United States shall on the grounds of age, race, color, national origin, religion, disability or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance
6. ☐ Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) on nondiscrimination in employment.
7. ☒ Copeland "Anti-Kick Back" Act (18 U.S.C. 874), which protects workers wages on projects funded in whole or in part by federal funds.
8. ☒ Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135 for training and employment of lower-income residents of projected areas and awarding of contracts.
9. ☐ Lead Based Paint Poisoning Prohibition (PL91-695), which requires that hazards posed by the presence of lead be addressed and made safe.
10. ☐ North Carolina General Statute 143-128 et seq. which proscribes procedures for

bidding and structuring contracts on publicly funded construction projects.

11. ☒ Hatch Act (5 U.S.C. 1501-1508) prohibiting federal, state and local government employees from benefiting from federal grants.

12. ☐ Building design, construction or alteration must comply with "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (#A-117.1-R 1971).

13. ☒ Executive Order 11296 relating to evaluation of flood hazard in areas where construction or rehabilitation will be funded in whole or in part by federal funds.

14. ☒ Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended Fair Housing Policy, which requires that no person shall be prohibited from purchasing or renting a home based on age, race, color, national origin, religion, disability or sex.

15. ☒ Executive Order 11063 on equal opportunity in housing and non-discrimination.

16. ☒ Section 306 of the Clean Air Act (42 U.S.C. 1857(h)) sets forth monitoring and reporting procedures for any program that affects air quality.

17. ☒ Environmental Protection Agency regulations (40 CFR, Part 15), which sets requirements for protecting the environment on federally funded projects.

18. ☒ Age Discrimination Act of 1967, as amended.

19. ☒ The Rehabilitation Act of 1973, as amended, Sections 503 and 504, which prohibits discrimination against the handicapped.

20. ☒ City of Durham's Disadvantaged Business Enterprise Plan, which requires that opportunities for contracts to provide goods and services be made available to small and disadvantaged businesses in Durham.

21. ☒ OMB Circular A-122 "Cost Principles for Non-Profit Organizations" which sets forth parameters for expenditures made with federal grant money.

22. ☐ Treasury Circular 1075 relating to the use of Community Development funds within 72 hours after drawdown, which requires that the Grantee manage the grant funds on a specific timetable.

23. ☒ Community Development Administrative Regulations 24 CFR 570, which describes all requirements and prohibitions for the administration of a program funded in whole or in part with federal Community Development Block Grant funds.

24. ☒ N. C. Fair Housing Law, which prohibits discrimination against any person for reasons of age, race, color, national origin, religion, disability or sex in all transactions

relating to buying, selling, or renting housing.

25. ☒ City of Durham Fair Housing Ordinance, which prohibits discrimination against any person for reasons of age, race, color, national origin, religion, disability or sex in all transactions relating to buying, selling, or renting housing in Durham.

26. ☒ OMB Circular A-133 “ Audits of States, Local Governments and Nonprofit Organizations”, which sets forth requirements and methodologies for auditing programs funded in whole or in part with federal grant money.



**ATTACHMENT C**  
**EQUAL EMPLOYMENT OPPORTUNITY**  
**U. S. Executive Order 11246 (excerpts)**

"During the performance of this Contract, the contractor agrees as follows:"

1. " The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."
2. "The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin."
3. "The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract officer, advising the labor union or workers' representative of the contractor's commitments under Section 2020 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."
4. "The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."
5. "The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."
6. "In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law."

7. "The contractor will include the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."